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08/06/2018 02:37 PM Pages: 1 of 5 Fees: \$103.00
Skagit County Auditor

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: ROW Department
PO Box 97034 / EST-06E
Bellevue, WA 98009-9942



SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

EASEMENT

AUG 06 2018

Amount Paid \$
Skagit Co. Treasurer
By *BT* Deputy

REFERENCE #:
GRANTOR: CHEMTRADE SOLUTIONS LLC
GRANTEE (PSE): PUGET SOUND ENERGY, INC.
SHORT LEGAL: PTN N 1/2 SW 1/4 NE 1/4 33-35N-2W
ASSESSOR'S PROPERTY TAX PARCEL: 350233-0-002-0006 (P33486)

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CHEMTRADE SOLUTIONS LLC, a Delaware limited liability company f/k/a GENERAL CHEMICAL LLC, a Delaware limited liability company ("Grantor" herein), hereby grants and conveys to PUGET SOUND ENERGY, INC., a Washington corporation ("Grantee" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) in Skagit County, Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

**THE SOUTHERLY 10 FEET OF THE REAL PROPERTY DESCRIBED HEREIN
BEING PARALLEL WITH AND ADJACENT TO THE NORTHERLY BOUNDARY
OF NORTH TEXAS ROAD.**

1. Purpose. PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and upgrade one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

Overhead facilities. Poles and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional facilities within the Easement Area as it may require for such systems. PSE shall have the right of access to the Easement Area and over and across such portions of the Property as are necessary to enable PSE to exercise its rights in the Easement Area granted in this easement.

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2. Easement Area Clearing and Maintenance. PSE shall have the right, but not the obligation to cut and remove any and all brush, trees or other vegetation in the Easement Area and shall have the obligation to dispose of any such cut or removed brush, trees or other vegetation. PSE shall also have the right, but not the obligation, to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

3. Trees Outside Easement Area. PSE shall have the right to cut, trim remove and dispose of any trees located on the Property immediately adjacent to the Easement Area that could, in PSE's sole judgment, interfere with or create a hazard to PSE's systems (provided that PSE shall have the obligation to dispose of any such trees so cut, trimmed or removed). PSE shall, except in the event of an emergency, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be cut, trimmed, removed or disposed. Owner shall be entitled to compensation for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

4. Restoration. Following any work performed by PSE on the Property, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work, unless said work was done at the request of Owner, in which case Owner shall be responsible for such restoration. All restoration which is the responsibility of PSE shall be performed as soon as reasonably possible after the completion of PSE's work and shall be coordinated with Owner so as to cause the minimum amount of disruption to Owner's use of the Property and to Owner's operations at its adjacent facility.

5. Owner's Use of Easement Area. Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however: (a) Owner shall not excavate inside the Easement Area within 20 linear feet of the base of any power poles or otherwise change the grade of the Easement Area, (except for maintenance of drainage areas and creation of vehicle access points as long as appropriate electrical clearances are maintained); (b) Owner shall do no blasting with explosives, within 300 feet of PSE's facilities without PSE's prior written consent; and (c) Owner shall not construct or maintain any buildings or structures on the Easement Area except as outlined below. Owner may construct a building, structure, or security fence within the Easement Area provided the following conditions are met: (i) all buildings and/or structures within the Easement Area, including fences, must be grounded (e.g., Owner shall ensure all fences constructed of conductive materials running parallel to the powerlines are grounded every 100 feet with a metal post driven at least two feet into the ground); (ii) Owner shall construct a gap, gate or other access point in the fence to permit reasonable access for PSE through and across the Easement Area; (iii) PSE shall have the right to install locks on any gates to ensure access to the Easement Area, provided Owner can also access the Easement Area and/or has keys to such locks; (iv) fence components or attachments underneath a power line shall not extend more than eight (8) feet in height from curb grade; and (v) buildings and/or structures shall not be built within five (5) feet of a pole structure and must meet all applicable electrical clearance requirements. In an emergency, PSE may remove any fence, building or structure within the Easement Area, but shall restore the improvements pursuant to Section 4.

6. PSE's Compliance with Owner's Safety Protocols and Non-Interference with Plant Operations. Notwithstanding anything else contained herein, other than regular maintenance work, PSE agrees to provide reasonable advance notice of any major work it will be doing on the Easement Area (except in the case of an emergency (in which case PSE shall provide Owner with details as soon as reasonably possible thereafter)). At all times when on Owner's Property (including in particular when on the Owner's Property outside the Easement Area) and while exercising any rights hereunder, PSE and its contractors shall comply with all applicable laws and with all of Owner's safety protocols and guidelines communicated to PSE. Furthermore, PSE and its contractors shall not interfere with the operation of Owner's facilities, as determined in Owner's sole discretion.

7. Indemnity. PSE agrees to indemnify Owner and its affiliates from and against liability incurred by Owner or its affiliates as a result of the negligence or willful misconduct of PSE or its contractors in the exercise of the rights herein granted to PSE or otherwise owing to the acts or omissions of PSE or its contractors while on Owner's Property (including the Easement Area), but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner.

8. Termination. The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated, any improvements remaining in the Easement Area shall become, at the option of Owner, the property of Owner. Upon termination, at Owner's option, PSE shall remove any or all improvements remaining in the Easement Area, at PSE's expense, and shall, at PSE's expense, return the Easement Area to its condition as at the execution of this Agreement. Termination shall be deemed to have occurred if (i) PSE fails to install

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its systems on the Easement Area within twenty (20) years of the date hereof; or (ii) twenty (20) consecutive years pass without PSE making commercial use of the systems installed in the Easement Area.

9. Successors and Assigns. PSE shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement, upon notice and prior written consent of Owner, not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, PSE may freely assign the Easement to an affiliate or in connection with a merger, acquisition, corporate reorganization, sale of assets, or other change in control. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective successors and permitted assigns.

DATED this 8th day of JUNE, 2018.

GRANTOR: CHEMTRADE SOLUTIONS LLC

By: [Signature]
Its: [Signature]

STATE OF WASHINGTON)
COUNTY OF Skagit) SS

On this 8th day of June, 2018, before me, a Notary Public in and for the State of Washington, personally appeared Jerry Tippet, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the Plant Manager of Chemtrade Solutions to be the free and voluntary act and deed of said Limited Liability Company for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Casey R Fuller
NOTARY PUBLIC in and for the State of Washington
Print Name Casey R Fuller
Residing at Burlington
My appointment expires 4-28-22

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GRANTEE: PUGET SOUND ENERGY, INC.

By: *Gret Bolt*
Its: MANAGER REAL ESTATE

STATE OF WASHINGTON)

COUNTY OF KING) SS

On this 27TH day of JUNE, 2018, before me, a Notary Public in and for the State of Washington, personally appeared GRET BOLT, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the MANAGER OF REAL ESTATE of PUGET SOUND ENERGY to be the free and voluntary act and deed of said CORPORATION for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

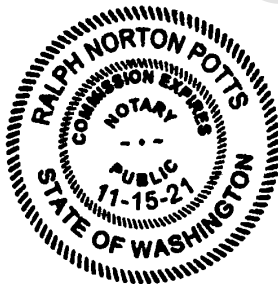
*Ralph Norton Potts*
NOTARY PUBLIC in and for the State of WashingtonPrint Name RALPH NORTON POTTSResiding at LYNNWOODMy appointment expires 11/15/2021

Exhibit "A"

A TRACT OF LAND IN THE NORTH ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 2 EAST W. M., IN SKAGIT COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE NORTH TEXAS ROAD (ALSO KNOWN AS COUNTY ROAD NO. 591), WHICH POINT IS DISTANT 15.58 FEET NORTH AND 194.49 FEET EAST OF THE SOUTHWEST CORNER OF SAID SUBDIVISION (THE WESTERLY LINE OF SAID SUBDIVISION BEARS NORTH $1^{\circ}12'30''$ EAST);

THENCE NORTH $1^{\circ}34'$ EAST A DISTANCE OF 639.7 FEET ALONG THE BOUNDARY OF THE PROPERTY OF SHELL OIL COMPANY, TO A POINT ON THE NORTH LINE OF SAID SUBDIVISION:

THENCE SOUTH $88^{\circ}49'15''$ EAST ALONG THE NORTH LINE OF SAID SUBDIVISION AND THE PROPERTY OF SHELL OIL COMPANY A DISTANCE OF 116.68 FEET TO A POINT (NOW MARKED BY A PIPE) ON THE WESTERLY RIGHT-OF-WAY OF BETTERTON EXTENSION ROAD;

THENCE SOUTH $0^{\circ}57'$ WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 641.5 FEET TO A POINT (NOW MARKED BY A PIPE) ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID NORTH TEXAS ROAD;

THENCE NORTH $88^{\circ}43'37''$ WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 1123.58 FEET TO THE POINT OR PLACE OF BEGINNING;

EXCEPT ANY PORTION THEREOF LYING WITHIN THE EAST 20 FEET OF THE SOUTH 20 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33.

(Containing approximately 11,228 square feet)